

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SANTA CLARA**

ASHLEY CRUZ, individually, and on behalf of
other members of the general public similarly
situated,

Plaintiff,

v.

WELLNESSMART M.D., A PROFESSIONAL
MEDICAL CORPORATION, a California
corporation; and DOES 1 through 100, inclusive,

Defendants.

Case No. 24CV440175

**ORDER GRANTING PLAINTIFFS'
MOTION FOR FINAL APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

This is a putative class and Private Attorneys General Act ("PAGA") action. Plaintiffs Ashley Cruz and Breenea Walker (collectively, "Plaintiffs") allege that defendant Wellnessmart M.D. committed various wage and hour violations.

Before the Court is Plaintiffs' motion for final approval of settlement, which is unopposed. As discussed below, the Court GRANTS the motion.

I. BACKGROUND

According to the allegations of the operative first amended complaint ("FAC"), Defendant employed Plaintiffs as hourly-paid or non-exempt employees. (FAC, ¶ 17.) Defendant failed to, among other things: provide meal periods or compensation in lieu thereof;

1 provide rest periods or compensation in lieu thereof; pay minimum wages; timely pay wages;
2 and provide complete and accurate wage statements.

3 Based on the foregoing, Plaintiff Cruz initiated this action with the filing of the complaint
4 on May 30, 2024 and on July 7, 2025, Plaintiffs filed their operative FAC, which asserts the
5 following causes of action: (1) violation of Labor Code §§ 510 and 1198 (unpaid overtime); (2)
6 violation of Labor Code §§ 226.7, 512, subdivision, (a) (unpaid meal period premiums); (3)
7 violation of Labor Code §§ 226.7 (unpaid rest period premiums); (4) violation of Labor Code §§
8 1194, 1197 (unpaid minimum wages); (5)) violation of Labor Code §§ 201 and 202 (final wages
9 not timely paid); (6) violation of Labor Code § 226, subd. (a) (non-compliant wage statements);
10 (7) violations of Labor Code §§ 2800 and 2802 (unreimbursed business expenses); (8) violation
11 of Labor Code § 2698, *et seq.* (Private Attorneys General Act of 2004); and (9) violation of
12 Business & Professions Code § 17200, *et seq.* On February 25, 2026, the Court issued its order,
13 which granted Plaintiffs' motion for preliminary approval of class action and PAGA settlement.

14 Plaintiffs now move for an order finally approving: the class action and PAGA settlement
15 (the "Settlement"); attorneys' fees and costs; Plaintiffs' service awards; settlement administration
16 costs to CPT Group, Inc. ("CPT"); and PAGA penalties.

17 **II. LEGAL STANDARDS FOR SETTLEMENT APPROVAL**

18 **A. Class Action**

19 Generally, "questions whether a [class action] settlement was fair and reasonable,
20 whether notice to the class was adequate, whether certification of the class was proper, and
21 whether the attorney fee award was proper are matters addressed to the trial court's broad
22 discretion." (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 234–235 (*Wershba*),
23 disapproved of on other grounds by *Hernandez v. Restoration Hardware, Inc.* (2018) 4 Cal.5th
24 260.)

25 In determining whether a class settlement is fair, adequate and reasonable, the
26 trial court should consider relevant factors, such as the strength of plaintiffs' case,
27 the risk, expense, complexity and likely duration of further litigation, the risk of
28 maintaining class action status through trial, the amount offered in settlement, the

1 extent of discovery completed and the stage of the proceedings, the experience
2 and views of counsel, the presence of a governmental participant, and the reaction
3 of the class members to the proposed settlement.

4 (*Wershba, supra*, 91 Cal.App.4th at pp. 244–245, internal citations and quotations omitted.)

5 In general, the most important factor is the strength of the plaintiffs’ case on the merits,
6 balanced against the amount offered in settlement. (See *Kullar v. Foot Locker Retail, Inc.* (2008)
7 168 Cal.App.4th 116, 130 (*Kullar*).) But the trial court is free to engage in a balancing and
8 weighing of relevant factors, depending on the circumstances of each case. (*Wershba, supra*, 91
9 Cal.App.4th at p. 245.) The trial court must examine the “proposed settlement agreement to the
10 extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or
11 overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a
12 whole, is fair, reasonable and adequate to all concerned.” (*Ibid.*, citation and internal quotation
13 marks omitted.) The trial court also must independently confirm that “the consideration being
14 received for the release of the class members’ claims is reasonable in light of the strengths and
15 weaknesses of the claims and the risks of the particular litigation.” (*Kullar, supra*, 168
16 Cal.App.4th at p. 129.) Of course, before performing its analysis the trial court must be
17 “provided with basic information about the nature and magnitude of the claims in question and
18 the basis for concluding that the consideration being paid for the release of those claims
19 represents a reasonable compromise.” (*Id.* at pp. 130, 133.)

20 B. PAGA

21 Labor Code section 2699, subdivision (1)(2) provides that “[t]he superior court shall
22 review and approve any settlement of any civil action filed pursuant to” PAGA. The court’s
23 review “ensur[es] that any negotiated resolution is fair to those affected.” (*Williams v. Superior*
24 *Court* (2017) 3 Cal.5th 531, 549.) Seventy-five percent of any penalties recovered under PAGA
25 go to the Labor and Workforce Development Agency (LWDA), leaving the remaining twenty-
26 five percent for the aggrieved employees. (*Iskanian v. CLS Transportation Los Angeles, LLC*
27 (2014) 59 Cal.4th 348, 380, overruled on other grounds by *Viking River Cruises, Inc. v.*
28 *Moriana* (2022) 596 U.S. 639, 2022 U.S. LEXIS 2940.)

1 Similar to its review of class action settlements, the Court must “determine independently
2 whether a PAGA settlement is fair and reasonable,” to protect “the interests of the public and the
3 LWDA in the enforcement of state labor laws.” (*Moniz v. Adecco USA, Inc.* (2021) 72
4 Cal.App.5th 56, 76–77.) It must make this assessment “in view of PAGA’s purposes to
5 remediate present labor law violations, deter future ones, and to maximize enforcement of state
6 labor laws.” (*Id.* at p. 77; see also *Haralson v. U.S. Aviation Servs. Corp.* (N.D. Cal. 2019) 383
7 F. Supp. 3d 959, 971 [“when a PAGA claim is settled, the relief provided for under the PAGA
8 [should] be genuine and meaningful, consistent with the underlying purpose of the statute to
9 benefit the public”], quoting LWDA guidance discussed in *O’Connor v. Uber Technologies,*
10 *Inc.* (N.D. Cal. 2016) 201 F.Supp.3d 1110 (*O’Connor*).)

11 The settlement must be reasonable in light of the potential verdict value. (See *O’Connor,*
12 *supra*, 201 F.Supp.3d at p. 1135 [rejecting settlement of less than one percent of the potential
13 verdict].) But a permissible settlement may be substantially discounted, given that courts often
14 exercise their discretion to award PAGA penalties below the statutory maximum even where a
15 claim succeeds at trial. (See *Viceral v. Mistras Group, Inc.* (N.D. Cal., Oct. 11, 2016, No. 15-
16 CV-02198-EMC) 2016 WL 5907869, at *8–9.)

17 **III. SETTLEMENT CLASS**

18 All current and former hourly-paid or non-exempt employees of Defendant
19 within the State of California at any time during the Class Period [May 30, 2020
20 through June 17, 2025].

21 Rule 3.769(d) of the California Rules of Court states that “[t]he court may make an order
22 approving or denying certification of a provisional settlement class after [a] preliminary
23 settlement hearing.” California Code of Civil Procedure Section 382 authorizes certification of a
24 class “when the question is one of a common or general interest, of many persons, or when the
25 parties are numerous, and it is impracticable to bring them all before the court”

26 Section 382 requires the plaintiff to demonstrate by a preponderance of the evidence:
27 (1) an ascertainable class and (2) a well-defined community of interest among the class
28 members. (*Sav-On Drug Stores, Inc. v. Superior Court* (2004) 34 Cal.4th 319, 326, 332 (*Sav-On*

1 *Drug Stores*.) “Other relevant considerations include the probability that each class member
2 will come forward ultimately to prove his or her separate claim to a portion of the total recovery
3 and whether the class approach would actually serve to deter and redress alleged wrongdoing.”
4 (*Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 435.) The plaintiff has the burden of
5 establishing that class treatment will yield “substantial benefits” to both “the litigants and to the
6 court.” (*Blue Chip Stamps v. Superior Court* (1976) 18 Cal.3d 381, 385.)

7 In the settlement context, “the court’s evaluation of the certification issues is somewhat
8 different from its consideration of certification issues when the class action has not yet settled.”
9 (*Luckey v. Superior Court* (2014) 228 Cal.App.4th 81, 93.) As no trial is anticipated in the
10 settlement-only context, the case management issues inherent in the ascertainable class
11 determination need not be confronted, and the court’s review is more lenient in this respect. (*Id.*
12 at pp. 93–94.) But considerations designed to protect absentees by blocking unwarranted or
13 overbroad class definitions require heightened scrutiny in the settlement-only class context, since
14 the court will lack the usual opportunity to adjust the class as proceedings unfold. (*Id.* at p. 94.)

15 At preliminary approval, the Court provisionally certified the above-described Class, and
16 it does not find any reasons to depart from that ruling at this time. Consequently, the Court will
17 certify the Class for settlement purposes as requested.

18 **IV. TERMS AND ADMINISTRATION OF SETTLEMENT**

19 The non-reversionary gross settlement amount is \$400,000. Attorneys’ fees of up to
20 \$140,000 (35% of the gross settlement amount); litigation costs of up to \$25,000; and settlement
21 administration costs of up to \$15,000. \$25,000 will be allocated to PAGA penalties, 65%
22 (\$16,250) of which will be paid to the LWDA, and the remaining 35% (\$8,750) will be
23 distributed to “Aggrieved Employees” who are defined as “all current and former hourly-paid or
24 non-exempt employees of Defendant within the State of California at any time during the PAGA
25 Period [June 20, 2024 through June 17, 2025].” Plaintiffs will seek class representative service
26 awards for \$10,000 each—totaling \$20,000.

27 The net settlement amount—estimated to be \$185,438.24—will be allocated to Class
28 Members. The average individual payment will be \$356.61. For tax purposes, 20% of the

1 individual payments will be allocated to wages and 80% will be allocated to interests and
2 penalties. Funds associated with checks uncashed after 180 days will be transmitted to the State
3 Controller's Office, Unclaimed Property Fund in the name of each Class Member who did not
4 cash their check.

5 In exchange for settlement, Class Members who do not opt out will release:

6 [T]he Released Parties from the Released Claims all claims that were alleged, or
7 could have been alleged, based on the facts contained in the Operative Complaint
8 and that occurred during the Class Period.

9 Aggrieved Employees, who consistent with the statute will not be able to opt out of the
10 PAGA portion of the settlement, will release:

11 [T]he Released Parties from all claims for PAGA penalties that were alleged, or
12 could have been alleged, based on the facts contained in the Operative Complaint
13 and written notice to the LWDA and that occurred during the PAGA Period.

14 The notice period has now been completed. Jennifer Forst ("Forst"), a Senior
15 Program Manager for CPT, submitted a declaration in support of the instant motion. On
16 March 2, 2026, Defendant delivered the Class data to CPT and on March 16, 2026, CPT
17 mailed the Class notices to 520 Class Members. 40 Class notices were returned and CPT
18 was able to remail 32 of them—thus, as of the date of Forst's declaration, 8 Class notices
19 were left undelivered.

20 The deadline to respond was May 15, 2026. As of the date of Forst's declaration,
21 CPT received 0 requests for exclusion, 0 objections, and 0 written disputes.
22 Consequently, there are 520 participating Class members, representing approximately
23 100% of the Class. The average individual payment is \$356.61, with the highest being
24 \$2,225.87.

25 Plaintiff requests \$10,500 for administration costs. This request is supported by
26 Forst's declaration. Thus, the amount is reasonable and therefore, it is approved.

27 At the preliminary approval, the Court found that the proposed settlement provides a fair
28 and reasonable compromise to Plaintiffs' claims. It finds no reason to depart from these findings

1 now, especially considering that there are no objections. Therefore, the Court finds that the
2 Settlement is fair and reasonable for the purposes of final approval.

3 **V. ATTORNEYS' FEES, LITIGATION COSTS, AND PLAINTIFFS' SERVICE**
4 **AWARD**

5 Class Counsel seeks a fee award of \$140,000 or 35% of the gross settlement amount,
6 which is not an uncommon contingency fee in a wage and hour class action. Class Counsel
7 provides a lodestar figure of \$174,430, based on 244.1 hours of work at billing rates ranging
8 from \$500 to \$900 per hour, resulting in a negative multiplier of .80. This is below the range of
9 multipliers that courts typically approve. (See *Wershba, supra*, 91 Cal.App.4th at p. 255
10 [“[m]ultipliers can range from 2 to 4 or even higher”]; *Vizcaino v. Microsoft Corp.* (9th Cir.
11 2002) 290 F.3d 1043, 1051, fn. 6 [stating that multipliers ranging from one to four are typical in
12 common fund cases and citing the court’s own survey of large settlements funding a range of
13 0.6-19.6, with most (20 to 24, or 83%) from 1.0-4.0 and a bare majority (13 of 24, or 54%) in the
14 1.5-3.0 range”].)

15 “While the percentage method has been generally approved in common fund cases,
16 courts have sought to ensure the percentage fee is reasonable by refining the choice of a
17 percentage or by checking the percentage result against the lodestar-multiplier calculation.”
18 (*Laffitte v. Robert Half Intern, Inc.* (2016) 1 Cal.5th 480, 495 (*Laffitte*).) Applying the latter
19 approach,

20 [T]he percentage-based fee will typically be larger than the lodestar based fee.

21 Assuming that one expects rough parity between the results of the percentage
22 method and the lodestar method, the difference between the two computed fees
23 will be attributable solely to a multiplier that has yet to be applied. Stated another
24 way, the ratio of the percentage-based fee to the lodestar-based fee implies a
25 multiplier, and that implied multiplier can be evaluated for reasonableness. If the
26 implied multiplier is reasonable, then the cross-check confirms the reasonableness
27 of the percentage-based fee; if the implied multiplier is unreasonable, the court
28 should revisit its assumptions.

1 (*Laffitte, supra*, 1 Cal.5th at p. 496, quoting Walker & Horwich, *The Ethical Imperative of a*
2 *Lodestar Cross-check: Judicial Misgivings About "Reasonable Percentage" Fees in Common*
3 *Fund Cases* (2005) 18 Geo. J. Legal Ethics 1453, 1463.) As described by the California
4 Supreme Court, "[i]f the multiplier calculated by means of a lodestar crosscheck is
5 extraordinarily high or low, the trial court should consider whether the percentage used should be
6 adjusted so as to bring the imputed multiplier within a justifiable range, but the court is not
7 necessarily required to make such an adjustment." (*Laffitte, supra*, 1 Cal.5th at 505.)

8 Here, the multiplier sought by Class Counsel is below the range California courts
9 typically award, and it is supported by the percentage cross-check and Class Counsel's
10 declaration. Thus, the Court finds Class Counsel's requested fee award is reasonable.

11 Class Counsel also seeks \$19,061.76 in litigation costs, which is below the \$25,000
12 allowed for in the Settlement. The request is supported by Class Counsel's declaration. This
13 amount is reasonable and thus, it is approved.

14 Plaintiffs requests Class Representative Enhancement payment of \$10,000 each—totaling
15 \$20,000.

16 The rationale for making enhancement or incentive awards to named plaintiffs is
17 that they should be compensated for the expense or risk they have incurred in
18 conferring a benefit on other members of the class. An incentive award is
19 appropriate if it is necessary to induce an individual to participate in the suit.
20 Criteria courts may consider in determining whether to make an incentive award
21 include: 1) the risk to the class representative in commencing suit, both financial
22 and otherwise; 2) the notoriety and personal difficulties encountered by the class
23 representative; 3) the amount of time and effort spent by the class representative;
24 4) the duration of the litigation and; 5) the personal benefit (or lack thereof)
25 enjoyed by the class representative as a result of the litigation. These "incentive
26 awards" to class representatives must not be disproportionate to the amount of
27 time and energy expended in pursuit of the lawsuit.
28

1 (*Cellphone Termination Fee Cases* (2010) 186 Cal.App.4th 1380, 1394-1395, internal
2 punctuation and citations omitted.) Incentive awards are particularly appropriate where a plaintiff
3 undertakes a significant reputational risk in bringing an action against an employer. (*Covillo v.*
4 *Specialty's Café* (N.D. Cal. 2014) 2014 U.S.Dist.LEXIS 29837, at *29.)

5 Plaintiffs submitted their declarations in support of their request. Plaintiff Cruz states that
6 she spent approximately 30 hours meeting with Class Counsel in this matter, which includes:
7 gathering and reviewing documents; providing information regarding Class Members; speaking
8 with other employees to gather support for her claims; providing guidance regarding other
9 employees' duties and responsibilities; reviewing documents; assisting Class Counsel review the
10 answer and develop strategies for document acquisition; reviewing formal discovery; and
11 preparing for and making herself available for settlement negotiations. (Plaintiff Cruz
12 Declaration ("Decl."). ¶ 5.) She considered the personal and professional risk in participating in
13 this action. (Plaintiff Cruz Decl., ¶¶ 3, 10.)

14 Similarly, Plaintiff Walker states she spent approximately 20 hours meeting with Class
15 Counsel in this matter, which includes: gathering and reviewing documents; providing
16 information regarding Class Members; speaking with other employees to gather support for her
17 claims; providing guidance regarding other employees' duties and responsibilities; reviewing
18 documents; assisting Class Counsel review the answer and develop strategies for document
19 acquisition; reviewing formal discovery; and preparing for and making herself available for
20 settlement negotiations. (Plaintiff Walker Declaration ("Decl."), ¶ 5.) She considered the
21 personal and professional risk in participating in this action. (Plaintiff Walker Decl., ¶¶ 3, 10.)

22 The Court finds Plaintiffs are entitled to their respective service awards and the amounts
23 request are supported by their declarations and thus, they are reasonable. Therefore, Plaintiffs'
24 requests for their service awards are approved.

25 VI. CONCLUSION

26 In accordance with the above, IT IS HEREBY ORDERED, ADJUDGED, AND
27 DECREED THAT:
28

1 Plaintiffs' motion for final approval is GRANTED. The following Class is certified for
2 settlement purposes only:

3 All current and former hourly-paid or non-exempt employees of Defendant
4 within the State of California at any time during the Class Period [May 30, 2020
5 through June 17, 2025].

6 Judgment will be entered through the filing of this order and judgment. (Code Civ. Proc.,
7 § 668.5.) Plaintiff and the members of the Class will take from the operative complaint only the
8 relief set forth in the settlement agreement and this order and judgment. Pursuant to Rule
9 3.769(h) of the California Rules of Court, the Court will retain jurisdiction over the parties to
10 enforce the terms of the settlement agreement and the final order and judgment.

11 The Court sets a compliance hearing for **May 21, 2027 at 2:30 P.M.** in Department 22.
12 At least ten court days before the hearing, class counsel and the settlement administrator shall
13 submit a summary accounting of the net settlement fund identifying distributions made as
14 ordered herein; the number and value of any uncashed checks; amounts remitted pursuant to
15 Code of Civil Procedure section 384, subdivision (b); the status of any unresolved issues; and
16 any other matters appropriate to bring to the Court's attention. Counsel shall also submit an
17 amended judgment as described in Code of Civil Procedure section 384, subdivision (b).
18 Counsel may appear at the compliance hearing remotely.

19
20 **IT IS SO ORDERED.**

21
22 Date: 8-20-26

23 
24 BETH MCGOWEN
25 Judge of the Superior Court
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**PROOF OF SERVICE
1013A(3) CCP**

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is jtorrez@justicelawcorp.com

On August 26, 2026, I served the foregoing document described as

**ORDER GRANTING PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

for the following case: **Ashley Cruz, et al. v. Wellnessmart M.D., a Professional Medical Corporation**
LWDA/Court Case No.: **LWDA Case No.: CM- 1106624-25**
Court Case No.: 24CV440175
Santa Clara County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

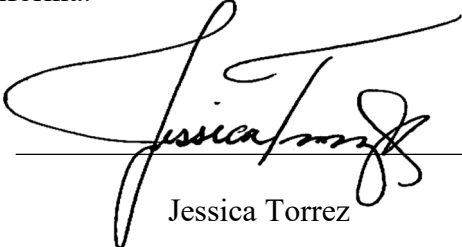
[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on August 26, 2026, at Pasadena, California.



Jessica Torrez